

CLAUSE I-58 – GOVERNMENT-FURNISHED PROPERTY (August 2002)

- (a) SURA shall deliver to the Subcontractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Subcontractor, the Business Services Director shall equitably adjust affected provisions of this contract in accordance with the Changes clause when –
 - (1) The Subcontractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished property shall remain in the Government. The Subcontractor shall use the Government-furnished property only in connection with this subcontract. The Subcontractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for SURA inspection at all reasonable times, unless the clause at Federal Acquisition Regulations 52.245-1, Property Records, is included in this subcontract.
- (c) Upon delivery of Government-furnished property to the Subcontractor, the Subcontractor assumes the risk and responsibility for its loss or damage, except –
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in performing this subcontract; or
 - (3) As otherwise provided for by the provisions of this subcontract.
- (d) Upon completing this subcontract, the Subcontractor shall follow the instructions of the Business Services Director regarding the disposition of all Government-furnished property not consumed in performing this subcontract or previously delivered to SURA. The Subcontractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Business Services Director. The net proceeds of any such disposal shall be credited to the subcontract price or shall be paid to SURA as directed by the Business Services Director.
- (e) If this subcontract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government- furnished," respectively.